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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case 3:23-md-03084-CRB

MDL No. 3084

Honorable Charles R. Breyer

JURY TRIAL DEMANDED

This Document Relates to:

A.G. v. Uber Technologies, Inc., et al.,
No. 3:24-cv-01915

AMENDED BELLWETHER COMPLAINT AND DEMAND FOR JURY TRIAL

Under PTO 21 (ECF 1950), Plaintiff files this Amended Bellwether Complaint against the Defendants named below. Plaintiff incorporates the allegations set out in the Master Long-Form Complaint filed at ECF 269 in *In re: Uber Technologies, Inc., Passenger Sexual Assault Litigation*, No. 23-md-3084 (N.D. Cal.).

I. DESIGNATED FORUM¹

1. Identify the Federal District Court in which the Plaintiff would have filed in the absence of direct filing: Northern District of California.

II. IDENTIFICATION OF PARTIES

A. PLAINTIFF

2. *Injured Plaintiff*: Name of the individual sexually assaulted, battered, harassed, and/or otherwise attacked by an Uber driver with whom they were paired while using the Uber platform: A.G.

3. At the time of the filing of this Amended Bellwether Complaint, Plaintiff resides at: Box Elder County, Utah.

B. DEFENDANT(S)

4. Plaintiff names the following Defendants in this action.

☒ UBER TECHNOLOGIES, INC.;²

☒ RASIER, LLC;³

☒ RASIER-CA, LLC.⁴

C. RIDE INFORMATION

5. Plaintiff was sexually assaulted, harassed, battered, and/or otherwise attacked by an Uber driver in connection with an Uber ride in Yamhill County, Oregon on April 22, 2023.

6. Plaintiff was not the owner of the Uber account used to request the relevant ride.

7. At Plaintiff's request, her ex-husband ordered the ride to take her home from a bar.

8. Plaintiff was intoxicated.

9. The driver's name was Colin Drummond.

10. When the driver arrived, Plaintiff noticed that the car was different than what was showing on the App, but the license plate was correct.

¹ See PTO No. 6, at II(C) (ECF 177).

² Delaware corporation with a principal place of business in California.

³ Delaware corporation with a principal place of business in California.

⁴ Delaware corporation with a principal place of business in California.

1 11. Plaintiff asked to make one stop on the way home and the driver agreed and made
2 the stop.

3 12. Once they were stopped, the driver told Plaintiff he would take her the rest of the
4 way home free of charge. The driver turned off the App, and asked Plaintiff to give him directions
5 the rest of the way.

6 13. When the driver arrived at Plaintiff's apartment, he drove past the building and
7 pulled over.

8 14. The driver got into the backseat.

9 15. The driver attempted to kiss Plaintiff.

10 16. When she refused, he raped her.

11 17. While Plaintiff was being assaulted, Plaintiff's ex-husband, concerned about her,
12 attempted to use the Uber App to track her location, and tried, without success, to contact Uber to
13 report her location as unavailable. Plaintiff's ex-husband could no longer track Plaintiff's
14 whereabouts through the Uber app because the Driver had ended the Uber Trip.

15 18. Uber originally hired Mr. Drummond as an Uber driver on November 18, 2015.
16 Mr. Drummond allowed his Uber account to become inactive at times. Periodically, he would
17 reapply and/or be reactivated by Uber.

18 19. From 2016 until the 2023 incident, it was a matter of public record that Mr.
19 Drummond had been accused of abusing his official power to obtain sexual favors.

20 20. Until 2016, Mr. Drummond had been employed as a sworn police officer with the
21 Sherwood Police Department. On May 9, 2016, a woman who had been charged with shoplifting
22 reported that Mr. Drummond had requested that she meet with him in secret, give him a "big
23 kiss," and do a "personal" favor from him in exchange for him not arresting her. Mr. Drummond
24 was criminally investigated for first-degree official misconduct. The investigation revealed that
25 Mr. Drummond's body worn camera had inexplicably turned off partway through the interaction
26 in question. While an internal police investigation was still ongoing, Drummond resigned from
27
28

the Sherwood Police Department, and relinquished his police certification. On July 20, 2016, The Oregonian published a news article regarding the criminal investigation.⁵

21. Uber never checked Mr. Drummond's references, nor did it interview him.

22. The background checks Uber conducted did show that Mr. Drummond was cited for speeding on June 16, 2018 and April 20, 2020.

23. The conduct described in the Master Long-Form Complaint and herein was a substantial factor in causing Plaintiff to suffer economic and non-economic harm.

III. CAUSES OF ACTION ASSERTED

24. The following Causes of Action asserted in the Master Long-Form Complaint, including all allegations in support, are adopted in this Amended Bellwether Complaint by reference:

Check if Applicable	Cause of Action Number	Cause of Action
<input checked="" type="checkbox"/>	I	CLAIM B - NEGLIGENCE (excluding entrustment theory)
<input checked="" type="checkbox"/>	II	CLAIM C - FRAUD AND MISREPRESENTATION
<input type="checkbox"/>	III	CLAIM E - COMMON CARRIER'S NON-DELEGABLE DUTY TO PROVIDE SAFE TRANSPORTATION
<input checked="" type="checkbox"/>	VI	CLAIM G.1 - VICARIOUS LIABILITY– EMPLOYEE
<input checked="" type="checkbox"/>	VI	CLAIM G.2 - VICARIOUS LIABILITY– APPARENT AGENCY
<input type="checkbox"/>	VII	CLAIM G.3 - VICARIOUS LIABILITY–RATIFICATION
<input checked="" type="checkbox"/>	VIII	CLAIM H - STRICT PRODUCTS LIABILITY – DESIGN DEFECT
<input type="checkbox"/>	IX	CLAIM H - STRICT PRODUCTS LIABILITY – FAILURE TO WARN
<input type="checkbox"/>	X	CLAIM H - STRICT PRODUCTS LIABILITY – PRODUCTS LIABILITY ACTS

IV. ADDITIONAL ALLEGATIONS IN SUPPORT OF NEGLIGENCE

25. Although Plaintiff does not plead vicarious liability due to Uber's status as a common carrier, she does allege that Uber, as a common carrier, owed the highest degree of care for her safety. She further incorporates by reference all the factual allegations contained in Claim E of the Master Long-Form Complaint.

⁵ https://www.oregonlive.com/sherwood/2016/07/sherwood_cop_steps_down_after.html

V. **ADDITIONAL ALLEGATIONS IN SUPPORT OF VICARIOUS LIABILITY CLAIMS**

26. Plaintiff alleges that Defendants are vicariously liable for the following intentional torts committed by the driver in addition to being vicariously liable for the driver's negligence.

27. **Assault.** The driver acted, intending to cause a harmful or offensive contact with Plaintiff or cause Plaintiff apprehension that the driver was going to cause an imminent harmful or offensive contact with Plaintiff. Plaintiff reasonably believed a harmful or offensive contact would occur.

28. **Battery.** The driver acted, intending to cause harmful or offensive contact with Plaintiff. The driver's actions directly or indirectly caused a harmful or offensive contact with Plaintiff.

29. **False Imprisonment.** The driver confined Plaintiff. The driver intended the act of confinement. Plaintiff was aware of being confined. The confinement was unlawful.

VI. **ADDITIONAL ALLEGATIONS IN SUPPORT OF FRAUD AND MISREPRESENTATION CLAIM**

30. Before she was assaulted, Plaintiff regularly saw ads stating that Uber provided "safe rides" and ads with the slogan "Don't drink and drive, call an Uber."

31. She saw the relevant ads in both social media and emails. Uber is in possession of Plaintiff's email address and can easily provide the advertisements directed to her in that medium.

32. Those ads were the reason Plaintiff started riding with Uber, and the reason she thought it would be so do so the night of the assault.

33. Because she heard these ads, Plaintiff believed that Uber was a safe option for people who had been drinking.

34. Uber's marketing to Plaintiff did not disclose that drunk people, especially women, and especially late at night, are at an elevated risk of being sexually assaulted by Uber drivers.

35. Uber's marketing to Plaintiff did not disclose that Uber lacked sufficient information about its drivers (including Mr. Drummond) to determine whether its drivers could be trusted to provide safe transportation to a drunk female rider traveling alone late at night.

36. The concealed information was in Uber's possession and not otherwise available to Plaintiff.

37. Uber's failure to disclose the risks about riding drunk with Uber made its marketing materially misleading and incomplete.

38. Had Plaintiff known that Uber lacked sufficient information about its drivers to vouch for them as safe drivers of intoxicated women late at night and/or known that taking an Uber while intoxicated created a significantly elevated risk of being sexually assaulted, she would not have asked her ex-husband to order the Uber for her on April 22, 2023.

VII. ADDITIONAL ALLEGATIONS IN SUPPORT OF PRODUCTS LIABILITY CLAIMS

39. **App-Based Ride Recording.** The Uber App was defective in its design because it could have been, but was not, designed to trigger automatic video recording of rides and the time period when riders and drivers remain in close proximity to one another and have not yet parted ways, whether through using the camera already installed on a driver's cell phone during Uber trips, or through an external device linked to the App.

40. The presence of cameras serves a deterrent function that significantly reduces and prevents sexual assault and misconduct. Even the potential for a ride to be recorded serves a deterrent function that significantly reduces and prevents sexual assault and misconduct.

41. Uber is aware that the presence of cameras serves as a deterrent function that can and does significantly reduce sexual assault and sexual misconduct and, to that end, has explored the use of recording functionalities for the Uber App. But these recording functionalities (even if they were available during Plaintiffs' ride) are inadequately designed to address sexual assault or sexual misconduct committed by drivers against passengers.

42. For example, Uber developers modified the code of the Uber App on the back end to allow in-app video recording by the driver. That is, when toggled on by the driver, this functionality allowed drivers to record internal footage of Uber trips using their phone's camera as a dash camera.

1 Dated: March 14, 2025

/s/ Rachel B. Abrams

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FILER'S ATTESTATION

I am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I attest that the signatory above has concurred in this filing.

Dated: March 14, 2025

By: /s/ Annie M. Wanless
Annie M. Wanless